

FIRST AMENDMENT TO AGREEMENT FOR PURCHASE OF REAL PROPERTY

THIS FIRST AMENDMENT is entered into this 4th day of December 2002 by and between Boeing Realty Corporation, a California corporation ("Seller"), and RREEF America, L.L.C., a Delaware limited liability company ("Buyer").

RECITALS

A. Seller and Buyer entered into that certain Agreement for Purchase of Real Property and Joint Escrow Instructions (the "Agreement") for the purchase and sale of certain real property described as Lots 1-6 and Lots 9-12 of Tract Map 52172, in unincorporated Los Angeles County, California.

B. Seller and Buyer wish to amend the terms of the Agreement, as set forth below.

NOW, THEREFORE, in consideration of the recitals to this Agreement, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

AGREEMENT

1. Defined Terms. All capitalized terms used in this First Amendment have the meaning given them in the Agreement, unless indicated otherwise herein.

2. Confirmation of Feasibility. Paragraph 4.3.1 of the Agreement is amended to provide that the Feasibility Period is hereby extended until 5:00 PST on December 10, 2002.

3. Seller Indemnification for EDA Agreement. Paragraph 10.4.3 is hereby deleted in its entirety, and the following is substituted:

10.4.3 Seller Indemnification for EDA Agreement. Seller hereby agrees to indemnify, defend and hold harmless Buyer, its successors and assigns, and their respective tenants and mortgagees, from and against any and all actions, causes of actions, claims, liabilities, obligations, losses, damages (including punitive and consequential damages and civil fines), costs and expenses (including without limitation reasonable attorneys' fees and costs), to the extent caused, directly or indirectly, by any actual or alleged breach(es) of the EDA Agreement at any time(s); provided, however, that the foregoing indemnity and defense obligations will not apply to any such claims, losses, or other matters to the extent caused by the failure of Buyer, or its successors and assigns, to use diligent, commercially reasonable efforts to perform the obligations described in Exhibit D to the Agreement. For purposes of this Agreement, "diligent, commercially reasonable efforts" means that Buyer or its successors and assigns will present the forms identified on Exhibit D to tenants and ask them to complete the appropriate forms (and file with the City of Los Angeles, as appropriate). If any tenant fails to do so, Buyer or its successors and assigns will nevertheless have fulfilled its

nevertheless have fulfilled its obligations under this paragraph, and Seller's indemnity set forth above will remain in full force and effect. The obligations contained in this paragraph, including Seller's indemnity, will survive Closing.

4. Agreement of City of Los Angeles Regarding EDA Agreement. As a further condition to Purchaser's obligation to Close, Seller shall secure the agreement of the City of Los Angeles contained in the attached Exhibit F, which is hereby incorporated into the Agreement.

5. Seller Net Worth. Paragraph 9.7 is hereby amended to correct an error in the original Agreement. The third sentence from the end of the paragraph should begin "In the event that the tangible net worth of Seller at any time falls below \$100 million,"; this provision will now conform to the similar requirement contained in paragraph 9.5.2.

6. Full Force and Effect. Except as set forth herein, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, Seller and Buyer have signed this First Amendment on the day and date first above written.

SELLER:

Boeing Realty Corporation,

By: [Signature]

Its: DIRECTOR BUSINESS OPERATIONS

BUYER:

RREEF America LLC,

By: [Signature]

Its: Principal

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SELLER:

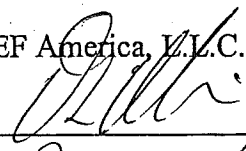
Boeing Realty Corporation,

By: _____

Its: _____

BUYER:

RREEF America, L.L.C.,

By: 

Its: Principal